ACORN TELEPHONE LLC

2219 Bonnie Butler Way
Charlotte, NC 28270

TITLE PAGE

OF

LOCAL EXCHANGE SERVICES TARIFF

FOR THE

COMMONWEALTH OF KENTUCKY

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local exchange telecommunications services provided by **Acorn Telephone LLC.** This tariff applies for services furnished within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business noted on this title page.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
3/17/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

CHECK SHEET

Pages 1 through 81 inclusive of this Tariff are effective as of the date shown at the bottom of the respective pages. Original and any revised pages, as indicated below, are currently in effect as of the date shown on the bottom of this page.

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EXPLANATION OF NOTES

(C) Indicates Changed Regulation

(D) Indicates Discontinued Rate or Regulation

(I) Indicates Rate Increase

(M) Indicates Move in Location of Text

(N) Indicates New Rate or Regulation

(R) Indicates Rate Reduction

(T) Indicates Change of Text Only

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to services provided by Acorn Telephone LLC (hereinafter Acorn Telephone LLC or Company as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two way information transmission between points within a Local Calling Area, within the Commonwealth of Kentucky. Company may offer these services over its own or resold facilities.

1.1.1 Service Territory:
The Company will provide service throughout the Commonwealth of Kentucky.

1.1.2 Availability
Service is available within the Service territory only where facilities and Company existing capabilities permit. Service may be subject to the limitations of the underlying carrier (if any), limitations imposed as a result of Interconnection Agreements or other carrier to carrier agreements of which the Company is a party, or limitations as outlined in Section 2.1.1 below, or as otherwise determined in the Company's sole discretion.

1.1.3 Contacting the Company and the Kentucky Public Service Commission

For purposes of all customer contact, including inquiries from existing and potential customers as to service availability, service descriptions, new service orders, repair and maintenance, or provisions for accepting collection calls, the Company may be contacted as follows:

Attention: Customer Service
Acorn Telephone LLC
756 Tyvola Road, Suite 100
Charlotte, North Carolina 28217
Toll Free Telephone: 1-888-732-9357
Toll Free Fax: 1-888-698-7975

The Kentucky Public Service Commission may be contacted as follows:

Public Service Commission
PO Box 615
Frankfort, Kentucky 40602-0615
Toll Free Consumer Hotline: 1-800-772-4636

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability:

(a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment,
(b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer, and
(c) to secure reimbursement of all costs where the owner or operator of a building demand relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's personnel, plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer - Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to person or persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment, facilities or premises wire.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other Company or their agents or employees. This includes the provision of a signaling system database by another Company.

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss damage caused by agents, employees or independent contractors of the customer through any negligence.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable form the directory assistance operator shall be given as follows:

a. Free Listing: for free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual or auxiliary line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

b. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

c. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE(cont'd)

2.1.5 Directory Errors (cont'd)

d. Credit limitation: The total amount of the credit provided for the preceding paragraphs a, b, and c shall not exceed, the monthly rate, as specified in paragraph c, for the line or lines in question.

e. Definitions: As used in Paragraphs a, b and c above, the terms "error, mistake or omission" shall refer to a discrepancy in the directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a incorrect street or in an incorrect community.

f. Notice: Such allowances or credits as specified in Paragraphs a, b, and c above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the customers.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one year, except as otherwise provided in this Tariff. The customer must pay the regular tariff rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying 35% of the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE (cont'd)

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service switched to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.3 FLEXIBLE PRICING

2.3.1 General

[RESERVED]

2.3.2 Conditions

a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be in a manner appropriate to the circumstances involved.

c. A rate shall not be changed unless it has been filed with the Commission for at least ten (10) days or as otherwise pursuant to Commission regulation.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.3 FLEXIBLE PRICING (cont'd)

2.3.2 Conditions (cont'd)

d. A customer can request that the Company disconnect service that is subject to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating form the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.4.2 Deposits

(1) Determination of deposits. The Company may require from any customer a minimum cash deposit or other guaranty to secure payment of bills. The amount of a cash deposit shall be determined by one (1) of the following methods:

(a) Calculated deposits. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises. Deposit amounts shall not exceed two-twelfths (2/12) of the customer's actual or estimated annual bill where bills are rendered monthly, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly.

(b) Equal deposits. The Company may establish an equal deposit amount for each class based on the average bill of customers in that class. Deposit amounts shall not exceed two-twelfths (2/12) of the average bill of customers in the class where bills are rendered monthly, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

(c) Recalculation of deposits. If the Company retains either an equal or calculated deposit for more than eighteen (18) months, it shall notify customers in writing that, at the customer's request, the deposit will be recalculated every eighteen (18) months based on actual usage of the customer. The notice of deposit recalculation shall be included either on the customer's application for service or on the receipt of deposit, or may be included annually with or on customer bills. The notice of deposit recalculation shall state that if the deposit on account differs by more than ten (10) dollars for residential customers, if applicable, or by more than ten (10) percent for nonresidential customers, from the deposit calculated on actual usage, then the Company shall refund any over-collection and may collect any underpayment. Refunds shall be made either by check or by credit to the customer's bill, except that a Company shall not be required to refund any excess deposit if the customer's bill is delinquent at the time of recalculation.

(2) Waiver of deposits. Deposits may be waived at the discretion of the Company in accordance with its currently effective tariff based upon a customer's showing of satisfactory credit and payment history.

(3) Additional deposit requirement. If a deposit has been waived, as allowed herein, or has been returned and the customer fails to maintain a satisfactory payment record as defined in the Company's currently effective tariff, the Company may require that a deposit be made. If substantial change in usage has occurred, the Company may require that an additional deposit be made. No additional or subsequent deposit shall be required of residential customers whose payment record is satisfactory, unless the customer's classification of service changes, except as provided in subsection (1)(c) of this section.

(4) Receipt of deposit. The Company shall issue to every customer from whom a deposit is collected a receipt of deposit. The receipt shall show the name of the customer, location of the service or customer account number, date, and amount of deposit. If the notice of recalculation described in subsection (1)(c) of this section is not included in the Company's application for service or mailed with customer bills, the receipt of deposit shall contain the notification. If deposit amounts change, the Company shall issue a new receipt of deposit to the customer.

(5) Deposits as a condition of service. Except as otherwise provided by applicable administrative regulation, customer service may be refused or discontinued pursuant to Commission requirements if payment of requested deposits is not made.

(6) Interest on deposits. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of deposit. Interest accrued shall be refunded to the customer or credited to the customer's bill on an annual basis, except that a Company shall not be

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Section 2 – GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.2 Deposits (cont'd)

required to refund or credit interest on deposits if the customer's bill is delinquent on the anniversary of the deposit date. All interest that has accrued as of the effective date of this administrative regulation shall be refunded or credited to the customer's bill on the first anniversary of the deposit date after the effective date of this administrative regulation. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposit, the payment or credit shall be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing shall be credited to the final bill with any remainder refunded to the customer.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the first of every month. All payments must be made by credit card or bank draft. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate. Compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

2.4.4 Rejected Debits or Drafts

Company will, no later than the third day of the monthly billing cycle, notify customers whose monthly credit card charge or bank drafts are rejected or insufficient. Charges will be reprocessed on the eighth day of the monthly billing cycle. Service will, at Company's option, be suspended or terminated on the tenth day of the monthly billing cycle if the credit card charge or bank draft is rejected or insufficient.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.5 Late Payment Charges

a. Customer bills for telephone service are due on the first day of every month. A customer is in default unless payment is made on or before the due date. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to the balance due. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.4.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (cont'd)

2.4.6 Customer Overpayments (cont'd)

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.5 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.6 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, installing, testing or removing any part of the Company's facilities.

2.7 TELEPHONE SURCHARGES

2.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly bill statement as outlined in 2.7.2 and 2.7.3 below. If there are surcharges or rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rates will be listed on statements that are at the end of this section.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 TELEPHONE SURCHARGES

2.7.2 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. Any changes to these rates will be filed on 15 days notice to customers and the Commission and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factor, and the Company will file a revised statement as directed or approved by the Commission.

2.7.3 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls.

The surcharge statement shall be filed at least 15 days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

2.8 [RESERVED]

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 SUSPENSION OR TERMINATION OF SERVICE

2.9.1 The Company may refuse or terminate service to a customer under the following conditions except as provided in subsections (2) and (3) of this section:

(a) For noncompliance with the Company's tariffed rules or commission administrative regulations. The Company may terminate service for failure to comply with applicable tariffed rules or commission administrative regulations pertaining to that service. However, no Company shall terminate or refuse service to any customer for noncompliance with its tariffed rules or commission administrative regulations without first having made a reasonable effort to obtain customer compliance. After such effort by the Company, service may be terminated or refused only after the customer has been given at least ten (10) days written termination notice pursuant to 807 KAR 5:006 Section 13(5).

(b) For dangerous conditions. If a dangerous condition relating to the Company's service which could subject any person to imminent harm or result in substantial damage to the property of the Company or others, is found to exist on the customer's premises, the service shall be refused or terminated without advance notice. The Company shall notify the customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by the Company and shall include the corrective action to be taken by the customer or Company before service can be restored or provided. However, if the dangerous condition, such as gas piping or a gas-fired appliance, can be effectively isolated or secured from the rest of the system, the Company need discontinue service only to the affected piping or appliance.

(c) For refusal of access. When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance or removal of Company property, the Company may terminate or refuse service. Such action shall be taken only when corrective action negotiated between the Company and customer has failed to resolve the situation and after the customer has been given at least ten (10) days' written notice of termination pursuant to 807 KAR 5:006 Section 13(5).

(d) For outstanding indebtedness. The Company shall not be required to furnish new service to any customer who is indebted to the Company for service furnished or other tariffed charges until that customer has paid his indebtedness.

(e) For noncompliance with state, local or other codes. The Company may refuse or terminate service to a customer if the customer does not comply with state, municipal or other codes, rules and administrative regulations applying to such service. The Company may terminate service pursuant to this subsection only after ten (10) days' written notice

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2.9 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.1 (cont'd)

is provided pursuant to 807 KAR 5:006 Section 13(5), unless ordered to terminate immediately by a governmental official.

(f) For nonpayment of bills. The Company may terminate service at a point of delivery for nonpayment of charges incurred for Company service at that point of delivery; however, no Company shall terminate service to any customer for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of 807 KAR 5:006 Section 13(5).

2. In the event Company proposes to terminate customer service for nonpayment it shall mail or otherwise deliver to that customer five (5) days' written notice of intent to terminate. Under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill.

3. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular customer or customers are otherwise dictated by the terms of a special contract between the Company and customer which has been approved by the commission.

(g) For illegal use or theft of service. The Company may terminate service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission. This right of termination is separate from and in addition to any other legal remedies which the Company may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all tariffed rules of the Company and laws and administrative regulations of the commission.

(2) The Company shall not terminate service to a customer if the following conditions exist:

(a) If payment for services is made. If, following receipt of a termination notice for nonpayment but prior to the actual termination of service, there is delivered to the Company office payment of the amount in arrears, service shall not be terminated.

(b) If a payment agreement is in effect. Service shall not be terminated for nonpayment if the customer and the Company have entered into a partial payment plan in accordance

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2.10 SUSPENSION OR TERMINATION OF SERVICE (cont'd)

2.9.1 (cont'd)

with applicable Commission requirements and the customer is meeting the requirements of the plan.

(c) If a medical certificate is presented. Service shall not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The Company may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with Section 13 of this administrative regulation. The Company shall not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the Company a medical certificate certified in writing by a physician, registered nurse or public health officer.

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

a. Business rates as set forth in Section 7 apply to service furnished:

1. In office buildings, stores, factories and all other places of a business nature;

2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches, except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;

3. At any location when the listing or public advertising indicates a business or a profession;

4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls and at any location where the customer resells or shares exchange service.

b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (cont'd)

2.10.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.10.3 Dishonored Payments

All payments are due in the form a credit card debit or bank draft. If a business customer who has received a notice of discontinuance pays the bill with a credit card debit or bank draft that is subsequently dishonored or is insufficient, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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2.11 [RESERVED]

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2.12 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

Interruption in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

2.12.1 Credit for Interruptions

a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

c. A credit allowance will be given, upon request of the customer to the business office, for interruption of 30 minutes or more. Credit allowance will be calculated as follows:

i) if interruption continues for less than 24 hours:
   a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
   b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

ii) if interruption continues for more than 24 hours:
   a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCE FOR INTERRUPTION IN SERVICE (cont'd)

2.12.1 Credit for Interruption (cont'd)

c. (Cont'd)

ii. (cont'd)

b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowances applies to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

e. Interruption Defined

For the purpose of applying this provision, the word interruption shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. Interruption does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and /or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the customer's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 ALLOWANCES FOR INTERRUPTION IN SERVICE (cont'd)

2.12.1 Credit for Interruptions (cont'd)

f. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished the Company rendered useless or substantially impaired.

2.12.2 Limitations on Credit Allowances

No credit allowance will be made for:

a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;

b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;

c) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

e) interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.12 [Reserved]

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Section 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.13 [Reserved]

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Section 3- CONNECTION CHARGES

3.1 CONNECTION CHARGES

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Connection Charge: $50 per line

3.1.2 Exceptions to the Charge

a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

b. [RESERVED]

c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.4.

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Section 3 - CONNECTION CHARGES (cont'd)

3.2 SERVICE ORDER CHARGE

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

Service Order Charge: $10.00

3.3 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording and processing of customer requests when only changes in Company records are involved.

Record Order Charge: $10.00

3.4 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff.

Restoral Charge: $30.00

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Section 3 - CONNECTION CHARGES (cont'd)

3.5 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Charge Per:	Move	Add	Change
	$ 50.00	$ 10.00	$ 10.00

3.6 CHARGES ASSOCIATED WITH PREMISES VISIT

3.6.1 Terms and Conditions

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purpose of installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines.

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Section 3 - CONNECTION CHARGES (cont'd)

3.6 CHARGES ASSOCIATED WITH PREMISES VISIT (cont'd)

3.6.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Trouble Isolation Charge: $45/hour

Minimum Trouble Isolation Charge: $90.00

3.7 CENTRAL OFFICE LINE CHARGE

A Central Office Line charge applies to arranging a line (s) to provide service between the central office and the customer's premises.

Business
$50.00

Residence
[RESERVED]

3.8 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge of $5.00 each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

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Section 4 – [RESERVED]

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Section 5 - SUPPLEMENTAL SERVICES

5.1 CUSTOM CALLING SERVICE

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

a. Three Way Calling/Call Hold
The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

b. Call Forwarding
Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedures. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

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5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.2 Description of Features (cont'd)

b. Call Forwarding (cont'd)

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

c. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

d. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

e. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

f. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.1 CUSTOM CALLING SERVICE (cont'd)

5.1.3 Rates and Charges

a. Monthly Rates

Rates for this service are located in Section 7 Residential and Business Network Switched Service.

b. Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Connection Charge: $10.00

c. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

5.2 CLASS SERVICES

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.2 CLASS SERVICES (cont'd)

5.2.2 Description of Features

a. Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and/or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that are not answered by the customer. Call ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the customer to provide the necessary CPE.

b. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.2 CLASS SERVICES (cont'd)

5.2.2 Description of Features (cont'd)

c. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

d. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the Company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company the customer can use this application to combat nuisance calls.

5.2.3 Rates and Charges

a. Monthly Rates

Rates for this service are located in Section 7, Residential and Business Network Switched Service.

b. Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Connection Charge: $10.00

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.2 CLASS SERVICES (cont'd)

5.2.3 Rates and Charges (cont'd)

c. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

5.3 [RESERVED]

5.4 SERVICE AND PROMOTIONAL TRIALS

5.4.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

5.4.2 Regulations

a. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.4 SERVICE AND PROMOTIONAL TRIALS (cont'd)

5.4.2 Regulations (cont'd)

b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

c. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.

e. The Company retains the right to limit the size and scope of a Promotional Trial.

5.5 [Reserved]

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.6 [Reserved]

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.6 [Reserved] (cont'd)

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5.7 DIRECTORY ASSISTANCE SERVICE

5.7.1 General

A customer may obtain assistance in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.7.2 Regulations

A Directory Assistance Charge may apply for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

a. Calls from coin telephones, including COCOTS.

b. Requests for telephone numbers of non-published service.

c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under Handicapped Person in Section 11 of this Tariff, up to a maximum of 50 requests per month.

5.7.3 Rates

Unless one of the exceptions listed above applies, the charge shown below applies for each request made to the Directory Assistance operator:

First ten (10) requests per billing period: No Charge
Each additional request per billing period: $.50

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5.8 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is $0.00. In addition to usage charges, an operator assistance charge applies to each call:

First ten (10) requests per billing period: No Charge
Each additional request per billing period: $.50

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.10 BLOCKING SERVICE

5.10.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to customers.

a. 900,700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

b. 900, 971, 974 & 700 Blocking- allows the subscriber to block all calls beginning with the 900,971, 974, and 700 prefixes from being placed.

c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d of this Section, and blocking of 411 calls.

f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

5.10.2 Regulations

a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

b. Blocking Service is available where equipment and facilities permit.

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.10 BLOCKING SERVICE (cont'd)

5.10.3 Rates and Charges

a. Recurring and Nonrecurring Charges

There are no recurring or nonrecurring charges for blocking service other than connection charges as described in section 3 of this tariff

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.11 CUSTOMIZED NUMBER SERVICE

5.11.1 General

a. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.

b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.

c. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.

d. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.

e. The Company reserves and retains the right:

1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;

2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;

3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.

4. The limitation of liability provisions of this tariff in Section 2.1.1 are applicable to Customized Number Service.

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Section 5 - SUPPLEMENTAL SERVICES (cont'd)

5.11 CUSTOMIZED NUMBER SERVICE (cont'd)

5.11.2 Conditions

a. Charges for Customized Number Service apply when a customer:

1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.

2. Requests a number change from the customer's present number to a Customized Number.

b. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

5.11.3 Rates

A service order charge as set forth in Section 3 above, applies to each request for a Customized Number.

5.12 CUSTOMER REQUESTED SERVICE SUSPENSIONS

5.12.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without charge. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

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5.12 CUSTOMER REQUESTED SERVICE SUSPENSIONS (cont'd)

5.12.2 The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension	Charge
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (Up to the one year limit.)	Regular Monthly Rate

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Section 7 - BUSINESS AND RESIDENTIAL NETWORK SWITCHED SERVICES

7.1 GENERAL

Business and Residential Network Switched Services provide business customers with a connection to the Company's switching network which enables the customer to:

a) receive calls from other stations on the public switched telephone network;

b) access the Company's local calling service;

c) access the Company's local service;

d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10 XXX).

Business and Residential Network Switched Services are provided via one or more channels terminated at the customer's premises. Each channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

7.2 SERVICE DESCRIPTIONS AND RATES

The following Service Plans are offered:

Basic Service Plan
Unlimited Service Plan

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Section 7 - BUSINESS AND RESIDENTIAL NETWORK SWITCHED SERVICES (cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

Any Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines.

7.2.1 Basic Service Plan

a. General

The Basic Service Plan combines flat-rated, per line monthly local service and flat-rated, monthly long distance service which is purchased by the customer in 100 minute increments. The Basic Service Plan includes unlimited intraLATA calling and is subject to a one year commitment and to such additional terms and conditions as may be specified in the contract between the Company and the customer. Long distance allotments aggregate across all lines per account per location. The customer will be charged at a rate of $8 per 100 minutes, billed in 100 minute increments, for any long distance usage that exceeds their plan minutes. Additional charges and fees may apply as specified elsewhere in this Tariff.

b. Basic Service Plan Rates per line per month – Rate Zones 1 & 2

Per line monthly local service rate	$35	
KY Lifeline Support Charge	$0.08	
KY TRS/TAP Surcharge	$0.09	(T)(N)
50 minute Long Distance Plan	$4	
100 min LD Plan	$7	
200 min LD Plan	$13	
300 min LD Plan	$16	

b. Basic Service Plan Rates per line per month – Rate Zone 3

Per line monthly local service rate	$55	
KY Lifeline Support Charge	$0.08	
KY TRS/TAP Surcharge	$0.09	(T)(N)
50 minute Long Distance Plan	$4	
100 min LD Plan	$7	
200 min LD Plan	$13	
300 min LD Plan	$16	

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7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

7.2.2 Unlimited Service Plan

a. General

The Unlimited Service Plan combines monthly local service and monthly long distance service (intraLATA and interLATA, including interstate) which is charged, on a bundled basis, to the customer on a flat-rated, per-line basis. The Unlimited Service Plan is subject to a one year term commitment and to such additional terms and conditions as may be specified below and in the contract for interstate services between the company and the customer. Customers must receive all local, local toll, and long distance service from the Company on all lines provisioned at the location where the Company is providing service to the Customer. No call detail will be provided for long distance calling. The Unlimited Service Plan is intended to meet the typical usage needs of residential and small business customers. The Plan is not designed as a substitute for tie line service, private line service or other high volume outbound calling services. Customer will not use the Services for resale; for telemarketing, outbound call center, or similar enterprises; for connection to information or entertainment services; for data transmission including dialup internet access; for broadcast faxing; for aggregation of calls or in conjunction with call forwarding services; or for any unlawful or unintended purpose. The Company may suspend or terminate long distance service to Customer if, in its sole opinion, Customer is using services for purposes prohibited here or in any contract with the customer. Customer will be informed of the restrictions and penalties associated with this plan both at the time of sale and again in writing within a week of their service being provisioned. Usage for calls determined by Acorn to be of a prohibited type will be billed to customer at $0.08 per minute. If service is terminated, company will allow the customer to select another LD provider without penalty. Additional charges and fees may apply as specified elsewhere in this Tariff.

b. Unlimited Plan Rate per line per month Rate Zone 1 & 2

Per line monthly service rate	$60.00	
KY Lifeline Support Charge	$0.08	
KY TRS/TAP Surcharge	$0.09	(T)(N)

c. Unlimited Plan Rate per line per month Rate Zone 3

Per line monthly service rate	$75.00	
KY Lifeline Support Charge	$0.08	
KY TRS/TAP Surcharge	$0.09	(T)(N)

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7.2 SERVICE DESCRIPTIONS AND RATES (cont'd)

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Section 8 – SPECIAL SERVICES AND PROGRAMS (cont'd)

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8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

8.4.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

8.4.2 Certification

Acceptable certifications are:

1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State or

2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

8.4.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone or voice communication. See Section 11, Handicapped Person, for a listing of the necessary qualifications.

8.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

8.6 RELAY SERVICE

8.6.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

8.6.2 Regulations

a. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this tariff.

b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.

c. Calls through the Relay Service may be billed to a third number only if that number is within the State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (cont'd)

8.6 RELAY SERVICE (cont'd)

8.6.2 Regulations (cont'd)

d. The following calls may not be placed through the Relay Service:

1. calls to informational recordings and group bridging service;

2. calls to time or weather recorded messages;

3. station sent paid calls from coin telephones; and

4. operator-handled conference service and other teleconference calls.

8.6.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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Section 10 - LOCAL CALLING AREAS

10.1 EXCHANGE DEFINITION

Each exchange served shall be defined as stated in the underlying Incumbent Local Exchange Carrier's (LEC's) Local Exchange Telephone tariff.

10.2 LOCAL CALLING AREA

Each customer shall have the local calling area of the normal exchange in which the customer is located as defined in the LEC's Telephone Local Exchange Tariff.

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Section 11 - EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING (AAR)

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

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Section 11 - EXPLANATION OF TERMS (cont'd)

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION (ALI)

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION (ANI)

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

The smallest unit of information in the binary system of notation.

BUILDING

A structure enclosed within exterior walls or fire wall, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

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Section 11 - EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

Operating office of Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof an whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544 Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

CHANNEL SERVICE UNIT (CSU)

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

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Section 11 - EXPLANATION OF TERMS (cont'd)

COMPANY

Acorn Telephone LLC, unless otherwise clearly indicated from the context.

COMMISSION

The Kentucky Public Service Commission.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING (DR)

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATION POINT

The physical dividing point between the Company's network and the customer.

DIAL PULSE (ADP@)

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL (DID)

A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

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Section 11 - EXPLANATION OF TERMS (cont'd)

DIRECT OUTWARD DIAL (DID)

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the user of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY (DTMF)

The pulse type employed by tone dial station sets. (Touch Tone)

EMERGENCY SERVICE NUMBER (ESN)

A unique code, assigned by the Company, used to define specific combination of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operation and payment of bill in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An error, can also be an omission in records.

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Section 11 - EXPLANATION OF TERMS (cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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Section 11 - EXPLANATION OF TERMS (cont'd)

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol.35 #126 dated June 30, 1970).

Legally Blind: A person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped: A person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped: A person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term Handicapped Person, when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below.

Hearing: A person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) As set forth in Guide for Conservation of Hearing in Noise 38-43, A.A.O., 1973; guides to the Evaluation of Permanent Impairment 103-107, American Medical Association, 1971.

Speech: A person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in Guides to the Evaluation of Permanent Impairment 109-III, American Medical Association, 1971.

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

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HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central office serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 2 of the Tariff.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area.

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LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits.

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MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY (MF)

An inter-machine pulse-type used for signaling between telephone Company switches, or between telephone Company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform function such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, altering) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

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PBX

A private branch exchange.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone (COCOT).

PUBLIC SAFETY ANSWERING POINT (PSAP)

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

RATE ZONE

The designation, assigned by the state commission, of the density zone for purposes of pricing wholesale loops from the incumbent carrier.

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Section 11 - EXPLANATION OF TERMS (cont'd)

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

RESALE OF SERVICE

The subscription to communications service and facilities by on entity and the reoffering of communications service to others (with or without adding value) for profit.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SELECTIVE ROUTING (SR)

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communication service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

Each telephone on line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or jack for use with a portable telephone.

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Section 11 - EXPLANATION OF TERMS (cont'd)

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps . A T -1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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TONE DIAL SIGNALING (TD)

An electronic signal emitted by the circuitry of Touch Tone-type push button dials to represent a dialed digit.

TWO WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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Section 12 – BILLING CONTENTS

12.1 Billing Contents

The Company's customer invoices, which shall be issued by Company electronically, shall contain the following information:

1. Name and Address of Company
   Address for Correspondence
   Instructions for Remittance
2. Toll Free Customer Service/Billing Inquiry Telephone Number
3. Name and Address of Customer
4. Bill Date
5. All Account Numbers
6. Invoice Number
7. Summary of Charges
8. Detail of Charges

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